

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2004-26-T - ORDER NO. 2019-490

JULY 26, 2019

IN RE: Application of Coastal Carrier Moving and)	ORDER AMENDING
Storage Grand Strand, Incorporated for a)	CERTIFICATE TO
Class E (Household Goods) Certificate of)	GRANT STATEWIDE
Public Convenience and Necessity)	AUTHORITY AND
)	APPROVING AMENDED
)	TARIFF

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of Coastal Carrier Moving and Storage Grand Strand, Inc. (“Coastal Carrier” or “Applicant”) for an Amended Class E (Household Goods) Certificate of Public Convenience and Necessity. Applicant currently has authority to transport household goods between points and places in Horry and Marion Counties pursuant to Certificate No. 9738 issued on June 29, 2004. The Applicant now seeks authority to operate statewide in all counties in South Carolina. Notice of this matter was timely published pursuant to 10 S.C. Code Ann. Regs. 103-817(C)(3)(a). No private parties intervened as required by May 6, 2019. The South Carolina Office of Regulatory Staff (“ORS”) noticed its appearance on March 28, 2019.

A hearing in this matter was scheduled for July 10, 2019. Prior to that date, on June 26, 2019, Applicant filed the Affidavit of Britta Cammarata (“Cammarata”), Executive Director of Portside at Grande Dunes, along with the Motion for Permission to Present Shipper Witness Testimony by Affidavit. On June 27, 2019, Applicant filed the

Pre-file Testimony of Matthew R. Oates (“Oates”), General Manager of Applicant and a Motion for Expedited Review of the Application. On June 27, 2019, Hearing Officer Randall Dong issued a directive granting Applicant’s Motion for Permission to Present Shipper Witness Testimony by Affidavit and continuing the hearing pending the Commission’s ruling on expedited review.

On July 10, 2019, Alexander W. Knowles, Esq., on behalf of the ORS, filed a letter stating ORS did not object to Applicant’s Motion to waive the hearing. In addition, Mr. Knowles stated that the Transportation Department reviewed the amended Tariff of Applicant and found that it complied with the Commission’s rules and regulations and that Applicant otherwise is operating in accordance with the same, there have been no consumer complaints against the Applicant in the last twelve months, and Applicant is in compliance with the Annual Report and Gross Receipt filing requirements.

The Pre-File Testimony of Oates stated that Gordon Wayne Ray, Jr. owns 100% of the interest of the Applicant. Applicant was organized as a corporation in the State of South Carolina in 2004 and is located at 289 Highway 90, Suite F, Little River, South Carolina 29566. The witness states that the Applicant’s sister company is Coastal Carriers, Inc. doing business as Coastal Carrier Moving and Storage that is headquartered in Wilmington, North Carolina, has been in business since 2000, and is a respected member of the North Carolina household goods industry holding North Carolina Utilities Commission License No. C-2286. In addition, the Applicant holds common carrier household goods authority from the United States Department of Transportation, Federal

Motor Carrier Safety Administration, being assigned MC No. 425982. It also has been assigned USDOT No. 1010926.

Applicant opened its South Carolina location to provide household goods transportation and storage services for Horry and Marion Counties in June, 2004. Mr. Oates states that, since that time, Applicant has received inquiries daily for quotes between points in the other counties in South Carolina. It appears that there is a shortage of available moving equipment and that the public convenience and necessity requires the Applicant's services on a statewide basis.

The Affidavit of Shipper Support Witness Cammarata states that she is the Executive Director of Portside at Grande Dunes ("Portside"), located at 901 Portside Drive, Myrtle Beach, South Carolina 29588. Portside is a Continuing Care Retirement Community ("CCRC"). She is aware that Coastal Carrier currently holds Certificate No. 9738 from the South Carolina Public Service Commission to transport household goods between points in Horry and Marion Counties in South Carolina. While Portside regularly recommends movers to its new residents, Applicant has been its preferred household goods mover because of its outstanding service.

Portside consists of 120 units totaling 104,000 square feet. Apartments range from 439 square feet to 875 square feet; and are one and two bedrooms. Portside provides retirement living, assisted living, and memory care and soon will provide independent living. Its residents come to it from throughout South Carolina as well as other states with approximately 70% from within South Carolina. Also, Ms. Cammarata stays current on the population and economic trends taking place across South Carolina. She states that there

is a present need for additional statewide intrastate moving services from and to all points in South Carolina. As it has in the past, Portside intends to refer moves to Applicant.

On July 9, 2019, Applicant filed its Tariff and Bill of Lading; and on July 10, 2019, it revised its Tariff.

By Directive dated July 11, 2019, the Commission granted the request of Coastal Carrier Moving and Storage Grand Strand, Inc. to Amend its Tariff, to Amend its Scope of Authority to Operate Statewide, and to Waive the Hearing.

The Commission finds the Application to be in order. Additionally, we conclude that the Applicant has demonstrated that it is fit, willing, and able to operate as a household goods mover pursuant to S.C. Code Ann. § 58-23-330 and 10 S.C. Code Ann. Regs. 103-133, between all points in South Carolina. Furthermore, we find that the public convenience and necessity is not already being met by existing authorized carriers. Therefore, the Application of Coastal Carrier Moving and Storage Grand Strand, Inc. should be granted.

IT IS THEREFORE ORDERED:

1. The Application of Coastal Carrier Moving and Storage Grand Strand, Inc. for an amended Class E (Household Goods) Certificate of Public Convenience and Necessity is approved for the Applicant to transport household goods statewide in and between all counties in South Carolina. The Applicant will provide service according to its amended Tariff, attached as Order Exhibit 1.

2. The Applicant shall file with the Office of Regulatory Staff the proper insurance, safety rating, and other information required by S.C. Code Ann. Section 58-23-

10 et. seq. (1976), as amended, and by 10 S.C. Code Ann. Regs. 103-100 through 103-241 of the Commission's Rules and Regulations for Motor Carriers, as amended, and 2 S.C. Code Ann. Regs. 38-400 through 38-503 (Supp. 2016) of the Department of Public Safety's Rules and Regulations for Motor Carriers, as amended, within ninety (90) days of the date of this Order, or within such additional time as may be authorized by the Commission.

3. Upon compliance with S.C. Code Ann. Section 58-23-10 et. seq. (1976), as amended, and the applicable Regulations for Motor Carriers, S.C. Code Ann. Regs. Vol. 10 (1976), as amended, a Certificate shall be issued by the Office of Regulatory Staff authorizing the motor carrier services granted herein.

4. Prior to compliance with the above-referenced requirements and receipt of a Certificate, the motor carrier services authorized by this Order shall not be provided.

5. Failure of the Applicant to either (1) comply with all statutory and regulatory requirements within ninety (90) days of the date of this Order; or (2) prior to the expiration of that period, request and subsequently obtain from the Commission additional time to comply with the requirements shall result in this Order granting the Application to become null and void and the Application shall be dismissed without prejudice. In this event, no further order of this Commission is necessary.

6. Pursuant to the two-month reporting requirement contained in Order No. 2014-443 (May 21, 2014), the ORS is requested to furnish the name and docket number of the Applicant to the Commission, should the Applicant fail to meet the requirements of the present Order. After such notification, the Docket shall be closed.

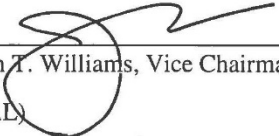
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7. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:


Comer H. Randall, Chairman


Justin T. Williams, Vice Chairman
(SEAL)

**COASTAL CARRIER MOVING AND STORAGE
GRAND STRAND, INC.**

**REGULATIONS AND SCHEDULES OF CHARGES
APPLICABLE TO CERTAIN HOUSEHOLD GOODS MOVES
WITHIN THE STATE OF SOUTH CAROLINA**

SCPSC #9738

July 10, 2019

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APPLICABILITY OF TARIFF

This Tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by COASTAL CARRIER MOVING AND STORAGE GRAND STRAND, INC. These services are provided between any origin and destination points within the State of South Carolina, as authorized under a Class E Household Goods Certificate with the SC Regulatory Staff. All regulations and rates are applicable unless noted as an exemption.

SECTION 1

Transportation Charges

1.1 Hourly Rates

-Moves within 35 miles from Office will be billed on a “straight time” basis in 30-minute increments, with minimum hourly charges (3.0 hrs. labor + 1.0 hr. travel time) unless Exempt, see Section 3.9. **Exemptions.**

-Moves in excess of 35 miles from Office will be billed on a “straight time” basis in 30-minute increments, with labor and drive time hourly. Hourly labor charges start when our movers arrive on site and ends upon completion, including the hours driven from origin to destination. (Office: 289 Highway 90, Suite F, Little River, SC 29566).

-Drive time hourly charges are billed on a “straight time” basis in 30-minute increments and include; hours driven from office to origin and from destination back to the office.

-Additional Truck Rate: \$50 will be added to each hourly rate for each additional truck used plus travel time.

PEAK SEASON (April 1 – September 30)

Number of Movers/Hourly Rate

Two Men & Truck	\$109.00
Three Men & Truck	\$159.00
Four Men & Truck	\$199.00
Additional Men	\$50.00 each

OFF SEASON (October 1 – March31)

Two Men & Truck	\$109.00
Three Men & Truck	\$149.00
Four Men & Truck	\$189.00
Additional Men	\$ 40.00 each

-Rates calculated with Basic Value Protection (\$.60/lb./article), all other Valuation Options are additional charges, see Section 3.5.

1.2 Office / Warehouse Hours

Monday – Friday	8:00 am - 5:00 pm
Saturday	8:00 am - 3:00 pm

Set hours may vary depending on requirements for quality service, holidays, and/or severe weather.

SECTION 2

Additional Services& Charges

- Billable Services provided above and beyond standard moving.
- All Additional Services will be listed on appropriate Bill of Lading, Estimates, and formal Documents.

2.1 Packing Services & Charges

Local Packing Charges, on moves under 35 miles, will be calculated and priced by an hourly rate, see Section 1.1, plus market value of materials, unless packing is done on a separate day from the day of the actual move, then priced by a “per carton rate” at 5 times the market value of each item. Carrier will supply material and labor to implement charges. Charges are a flat rate per carton.

.-Intrastate Packing Charges, on moves over 35 miles, will be calculated and priced by a “per carton rate” at 5 times the market value of each item. Carrier will supply material and labor to implement charges.

-Carrier is only liable for boxes packed by that Carrier. Shipper is liable for contents of PBO's or Packed by Owner boxes.

2.2 Bulky Item Charge

When a shipment includes bulky articles as named below, the following additional loading and unloading charge will apply:

LARGE SCREEN TV's (Over 40 inches) - \$150

POOL TABLE - \$300

AUTOMOBILES, TRUCKS, OR VANS - \$200

BOAT, SAILBOATS, AND BOAT TRAILERS - \$250

HOT TUBS, SPAS, WHIRLPOOLS, & JACUZZIES over 100 cu. ft. - \$300

MOTORCYCLES, TRACTORS, RIDING GOLF CARTS, GO CARTS, & RIDING MOWERS under 25 H.P. - \$150

TRACTORS, RIDING MOWERS 25 H.P. & over, and ALL TERRAIN
VEHICLES 110 cc and over- \$200

PLAYHOUSES, TOOL SHEDS, UTILITY SHEDS - \$200

HOME GYM EQUIPMENT - ELECTRONIC STAIRSTEPPERS, TANNING
BEDS, ELECTRONIC NORDIC TRACKS, AND BOWFLEXES. - \$200

GRANDFATHER CLOCK - \$100

2.3 Piano Charge

-Flat Charge as follows will be added to each move, however handling is at the discretion of the Carrier based on safety of employees and property.

-When moving a piano with other household items, there will be a flat (local) charge (i.e., \$150 Spinet piano) added onto the bill. If the piano is being moved by itself there will be a flat charge (\$325 Spinet piano), piece move as a single item.

Model	Type of Move	Charge
Spinet Piano	Local/Intrastate Additional	\$150.00
	Piece Move	\$325.00
Upright Piano	Local/Intrastate Additional	\$200.00
	Piece Move	\$425.00
Baby Grand	Local/Intrastate Additional	\$300.00
	Piece Move	\$525.00

2.4 Wait Time

-Shipper will be charged specified rates in Section 1.1 for all wait time or delays which are not the fault of Carrier such as acts of God.

2.5 On Truck Storage/Overnight

-Overnight Storage Rate per Day \$150.00 Straight Truck

Rate per Day \$200.00 Tractor/Trailer

2.6 Storage in Transit

-Storage in Transit is when a shipment is held in Carrier's warehouse for future delivery.

-Storage in Transit charges will be based on weight (\$50/1,000 lbs.), calculated per month and payable on the 1st of each month.

-Full Value Protection is required for all Storage in Transit shipments, an additional valuation charge will apply for each Storage in Transit period of 30 days or fraction thereof, the additional valuation rate of 15 percent of the Full Value Protection will be applied to the bill.

-Carrier will not accept any shipment damaged by water, mold, or bugs.

-Applicable hourly rates, within this Tariff, apply to all moves in and out of Storage.

SECTION 3

Rules & Regulations

3.1 Governing Publications

- Coastal Carrier Moving and Storage Grand Strand, Inc. rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.
- Unless otherwise provided, property transported is subject to the provisions of this tariff and acceptance of the Uniform Household Goods Bill of Lading is considered a formal and legal contract between Shipper and Carrier.

3.2 Computing Charges

- Hourly Moves see Section 1.1
- Additional Services see Section 2.1 – 2.6

3.3 Payments

- Hourly Move payments are collected at the end of each job, unless Carrier deems fit to collect payment prior.
- Payments may be made by Major Credit Card /Certified Check/Money Order/Cashier's Check /Cash.
- Credit card transactions - a 3% transaction fee shall be added to any bill in which the customer pays with a credit or debit card.

3.4 Declaration of Value

- Shipper must state, in writing, the agreed or declared value or the shipment cannot be accepted.

3.5 Valuation

-Coastal Carrier offers two types of Valuation:

1. Basic Value Protection. Carrier retains maximum liability based on \$.60 per lb. per Article. (For example, a 50 lb. Chair = \$30 Claim)
 - If shipment is Storage in Transit, Basic Value Protection is not applicable
2. Full Value Protection (FVP) can be purchased by Shipper, if the declared value of the shipment is \$4.00 per lb. (10,000 lbs. = \$40,000). (Declared value must be at least \$4.00 per pound times weight of shipment.)

-FVP Rate is established at \$.75/\$100 (\$40,000 =\$300).

-Each Protection Option must be established, in writing, on the Bill of Lading prior to conducting the move.

-Failure to establish appropriate Valuation reverts to Basic Value Protection of \$.60 per lb. per Article.

-Articles of Extraordinary Value, items valued at more than \$100/lb., must be declared, in writing, prior to loading.

-Carrier's maximum liability shall not exceed the declared value or cost of repair for any damage, whichever is less.

-All items which are replaced or are paid in accordance with current market value become the property of the Carrier.

-Carrier reserves the right to repair or replace.

3.6 Claims

-All claims for loss, damage, or overcharge must be submitted in writing and itemized; and, filed with the Carrier within 90 days of delivery.

However, for self-storage, move in or out, all such claims must be filed with Carrier within 96 hours.

-As a condition to any claim adjustment or payment of said claim, the claim must be accompanied by the Bill of Lading and all charges must be paid in full.

-Inherent Vise – any item that may suffer internal problems with no influence externally, such as, electronics, washer/dryer, clocks, light fixtures, etc. are considered MU (mechanics unknown) and Carrier has the option to deny claim.

3.7 Inventory & Inspection

-Carrier is required to inventory and inspect each item on Local moves, unless shipper declines service.

-Intrastate moves, FVP moves, and moves into storage require an inventory and inspection, no exceptions.

3.8 Articles That May Cause Damage

-Carrier will not move articles that may cause damage to that article or shipper's property.

-Carrier reserves the right to refuse moving articles that may endanger its employees and are deemed unsafe.

-Carrier will not move Front Washer/Dryer without Lock & Bolts to stabilize drum.

-Mattress Bags are required for Carrier to assume any liability for mattresses.

-Carrier will not move any refrigerators/freezers containing any food.

3.9 Exemptions

-Moves within a single municipality, labor moves, commercial or office moves are exempt from the regulated charges of this tariff.

3.10 Military/Senior Citizens

-A promotional rate of normal hourly service charges for moving, packing will be applied for customers who are active duty military, disabled veterans, and senior citizens that provide proper proof of same. These jobs will receive a 5% discount off the total of the bill. The hourly rates will stay the same as seen in Section I.

SECTION 4

Documents, Terms & Conditions

4.1 Bill of Lading

-The Bill of Lading is issued when property is transported and is subject to the provisions, terms and conditions of this tariff. If there is any conflict in the language of this Tariff and the Bill of Lading, the language of this Tariff controls.

-The Bill of Lading is a legal contract and agreement, between the shipper and carrier, to the rates, terms and conditions, see Item 1.

4.2 Addendum to Valuation

-The Addendum insures the Valuation option has been established and is considered a permanent part of the Bill of Lading, see Item 2.

4.3 Limitation of Liability Form

-Releases carrier and its employees from liability associated with a high risk of damage or injury. See Addendum A.

4.4 Storage Inventory & Contract

-Serves, not only as inventory sheets, but is a formal warehouse receipt and contract, see Item 5.

4.5 Inventory Sheets

-Inventory sheets document specific articles, valuation, description and condition, see Item 6.

4.6 Estimated Cost of Service

-Non-Binding Estimate allows for increase as well as decrease in cost.

All Terms & Conditions noted on the Bill of Lading, Addendum to Valuation, Limitations of Liability, Release Forms, Inventory, and Storage Inventory serves as a formal legal contract between Shipper and Carrier. Standard Laws and Regulations of the South Carolina Public Service Commission apply to both parties. Please review our Documents, Items 1 – 6.